IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

Steve Weinberg,	§	
	§	
Plaintiff,	§	
	§	
vs.	§	
	§	
National Football League Players Association, Richard Berthelsen, Gene Upshaw,Tom DePaso, Trace Armstrong, Roger Kaplan, John Collins, Keith Washington, Tony Agnone, Howard Shatsky, and Mark Levin,	§ § § § § § §	**Civil Action No. 3-06-CV2332-B ECF**
	§	
Defendants.	§	

PLAINTIFF'S SECOND AMENDED PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the Plaintiff, Steve Weinberg, and files his First Amended Petition against the Defendants, the National Football League Players Association, Richard Berthelsen, Gene Upshaw, Tom DePaso, Trace Armstrong, Roger Kaplan, John Collins, Keith Washington, Tony Agnone, Howard Shatsky, and Mark Levin, as follows:

I.

INTRODUCTION

For twenty-two (22) years, Steve Weinberg represented National Football League ("NFL") players as a Certified Contract Advisor ("Contract Advisor") of the National Football League Players Association ("NFLPA"). The Defendants in the underlying action robbed Weinberg of his livelihood, his life's work, and his life's passion. These corrupt individuals used

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lies, deceit, and abuse of process to ultimately achieve their objectives: taking away his past, present, and future income, and all of his NFL clients. Through this lawsuit, Weinberg seeks compensation in the form of money damages for fraud, conspiracy to commit fraud, tortious interference with existing contracts, conspiracy to tortiously interfere with existing contracts, tortious interference with prospective business relations, conspiracy to tortiously interfere with prospective business relations, and illegal restraint of trade in violation of the Texas Free Enterprise and Antitrust Act of 1983.

II.

PARTIES

1. Steve Weinberg ("Plaintiff" or "Weinberg") is an individual who is a resident of Dallas County, Texas.

2. The National Football League Players Association ("NFLPA") is a non-profit corporation organized under the laws of the Commonwealth of Virginia with its principal place of business in Washington, D.C.

3. Richard Berthelsen ("Berthelsen") is an individual who is a resident of the Commonwealth of Virginia.

4. Gene Upshaw ("Upshaw") is an individual who is a resident of the Commonwealth of Virginia.

5. Tom DePaso ("DePaso") is an individual who is a resident of the Commonwealth of Virginia.

6. Trace Armstrong ("Armstrong") is an individual who is a resident of the State of Florida.

7. Roger Kaplan ("Kaplan") is an individual who is a resident of the Commonwealth of Virginia.

8. John Collins ("Collins") is an individual who is a resident of Dallas County, Texas.

9. Keith Washington ("Washington") is an individual who is a resident of Dallas County, Texas.

10. Tony Agnone ("Agnone") is an individual who is a resident of the State of Maryland.

11. Howard Shatsky ("Shatsky") is an individual who is a resident of the State of Maryland.

12. Mark Levin ("Levin") is an individual who is a resident of the State of Maryland.

III.

JURISDICTION AND VENUE

13. Jurisdiction is proper under Article 5 of the Texas Constitution and Section 24 of the Texas Government Code because this is a civil dispute in which the amount in controversy exceeds the minimum jurisdictional requirements of this Court, exclusive of interest and costs of court.

14. Venue is proper under Section 15 of the Texas Civil Practice and Remedies Code because all or a substantial part of the events giving rise to these claims occurred in Dallas County, Texas and at least one Defendant is a resident of Dallas County, Texas.

IV.

DISCOVERY CONTROL PLAN

15. Discovery is requested under Texas Rule of Civil Procedure 190.4 (level 3).

V.

FACTUAL BACKGROUND

A. Weinberg Built a Successful Practice as a Sports Agent with a Broad and Loyal Clientele of NFL Players.

16. Steve Weinberg is a life-long sports fan who has always been particularly passionate about professional football. After graduating from the SMU School of Law in 1980, Weinberg followed his dream and became a full-time sports agent. In the years that followed, Weinberg built a successful business representing NFL players from his base of operations in Dallas, Texas.

17. In 1982, Weinberg became one of the first agents to be certified as an NFLPA Contract Advisor. During the next twenty (20) years, Weinberg was responsible for negotiating some of the most innovative—and largest—contracts in NFL history. Weinberg established a broad clientele of loyal players though hard work, creative thinking, and vigilant representation. Weinberg learned his craft well; in fact, when the NFLPA administered an examination of all Contract Advisors in 1996, Weinberg was told that his near-perfect score on the test was the highest in the country.

18. Weinberg always looked out for the best interests of his clients. As a result, he often openly criticized the NFLPA and its leadership for debacles that he believed hurt many NFL players, including his own clients, such as: (i) the 1987 NFL players' strike, which Weinberg believed failed to achieve its objectives because of poor planning and execution by the

NFLPA's leadership; (ii) the 1993 NFL salary cap—recommended and agreed to by the NFLPA's leadership during a time when the NFL's popularity and profitability were soaring—which Weinberg believed placed an unnecessary and artificial restraint on players' earnings and also caused a great number of veteran players to be replaced by younger, cheaper, less experienced players; and (iii) the continual failure of the NFLPA's leadership to secure fully guaranteed contracts for all NFL players, which Weinberg believed caused NFL players to have less job security than their counterparts in professional baseball and basketball, who have long enjoyed the benefits and job security of guaranteed contracts.

B. An Improvident Pairing with Howard Silber Led to a Legal Dispute

19. In August 1998, Weinberg formed a joint venture with another NFL agent, Howard Silber. The purpose of the joint venture was to recruit new NFL clients, and the agents agreed to split the contract negotiation fees for these ***newly recruited*** clients 50% – 50%. However, they agreed ***not*** to split the contract negotiation fees for any new NFL Player Contracts negotiated on behalf of their pre-existing or "grandfathered" clients.

20. In February 1999, Silber suspended the joint venture after only seven (7) months. The fallout from the pairing, unfortunately, was a legal battle (involving Weinberg, Silber, and numerous NFL players) that lasted seven (7) years. Shortly after the break-up, a dispute arose over money. In an attempt to gain leverage against Weinberg, Silber began threatening to directly involve Weinberg's NFL clients in the dispute. Weinberg, however, desperately wanted to keep his NFL clients (as well as Silber's) from being dragged into the dispute. In addition to sending letters to both Upshaw and Levin regarding Silber's intent to involve the players, Weinberg also flew to Washington, D.C., hoping to meet in-person with Upshaw and Berthelson

to discuss the matter. Weinberg told them that he needed the NFLPA's help to "[e]nsure that the (NFL) clients would not be dragged into our dispute." The parties arbitrated the matter, and an award was issued against Weinberg in favor of Silber.

21. The United States District Court for the Northern District of Texas issued an order confirming the arbitration award (which, by that point, had been amended several times), and Weinberg filed an appeal to the United States Fifth Circuit Court of Appeals regarding the judgment entered against him.

C. Silber Filed Legal Proceedings Against Weinberg's NFL Clients, Prompting Numerous NFLPA Grievances.

22. While the arbitration matter was on appeal, Silber attempted to collect NFL agent fees directly from Weinberg's clients in satisfaction of the botched arbitration award and judgment. Silber improperly initiated numerous legal proceedings in California, Texas, Illinois, and Colorado against Weinberg, Davis, and multiple other NFL players (represented by Weinberg) in an attempt to collect NFL contract negotiation fees owed to Weinberg. Silber also sent threatening letters and made intimidating telephone calls, demanding money from Davis and several of Weinberg's other NFL clients (and their respective NFL teams).

23. In response to Silber's improper and illegal actions—both Weinberg and Davis filed NFLPA grievances against Silber, complaining that his conduct was improper and in violation of the Regulations. Additionally, Davis (and fourteen (14) other NFL players, who had also filed grievances against Silber) requested that the NFLPA Agent Disciplinary Committee investigate Silber's conduct and take action against Silber for violating the Regulations.

24. In response to the grievances filed by Weinberg and Davis, Silber filed counter-grievances against both of them, alleging that his actions were justified and demanding that the

NFLPA Agent Disciplinary Committee take action against Weinberg and revoke his certification.

D. Weinberg Angered the Wrong People with a Public Rebuke.

25. In February 2001, Trace Armstrong, the NFLPA President and Chairman of the NFLPA Agent Disciplinary Committee, spoke at the annual agent seminar held at the NFL Scouting Combine and asked all Contract Advisors to assist the NFLPA by reporting violations of the Regulations. Purportedly, the goal was to help "clean up" the agent business and to promote the uniform enforcement of the Regulations with respect to all Contract Advisors.

26. Thereafter, Weinberg and his NFL clients began reporting numerous specific violations of the Regulations by other Contract Advisors. Upon information and belief, the NFLPA never expected the volume of responses they received from Weinberg and his players, and many individuals at the NFLPA began to view Weinberg as a thorn in their side because these reports exponentially multiplied their workload.

27. After the NFLPA refused to act on these reported violations, Weinberg stood up in front of over 500 agents at the next annual agent seminar in Indianapolis, Indiana, and accused the NFLPA of failing to uniformly enforce the Regulations against all Contract Advisors, of inconsistent treatment of agents and players, and of failing to consistently act in the best interests of NFL players.

28. Although Trace Armstrong and Richard Berthelsen (who is the NFLPA's General Counsel and Counsel to the NFLPA Agent Disciplinary Committee) angrily denied Weinberg's allegations and attempted to brush them aside, they were both visibly angered and embarrassed

by Weinberg's criticism. Weinberg believes that, as a result of that incident, Armstrong and Berthelson wanted to make him pay for this public rebuke.

29. Thereafter, the systematically and continuously ignored and refused to consider numerous critical issues and complaints raised by Weinberg and his clients because, according to its representatives, "it would be a full-time job" to address them all. On one occasion, Weinberg contacted the NFLPA to report several serious violations of the Regulations, and an NFLPA official responded, "Don't you have anything better to do with your time?" Despite ignoring his complaints, at least one NFLPA official privately admitted to Weinberg that, even though he was "a pain in the -ss," the issues he raised always had merit and he "was always working for his clients."

E. Weinberg Also Struck a Sensitive Nerve by Asking Questions About the Highly Guarded Operations of the NFLPA's Golden Marketing Arm.

30. Each year, the NFLPA's for-profit marketing arm, National Football League Players Incorporated ("Players, Inc."), negotiates licensing and marketing agreements with third-party vendors to manufacture and sell products, such as video games, clothing, and other branded merchandise. Upon information and belief, these licensing and marketing agreements generate tremendous revenues to Players, Inc. of over $750,000,000.00 a year, but the majority of active NFL players receive only $7,500.00 a year from these activities, which is less than the players' $10,000.00 annual NFLPA dues. Previously, the players received payments from Players, Inc. equal to their annual union dues of $5,000.00, but, several years ago, when the NFLPA doubled the dues to $10,000.00 (which Weinberg believes was done without prior notice to the players), the NFLPA failed to increase the payments from Players, Inc. to the players by a commensurate amount.

31. As a result, Weinberg and several of his NFL clients began asking questions about Players, Inc., such as, "Where does all the money go?"; "Why is such a small portion of the money generated paid to the players?"; and "Who are all the true owners of Players, Inc.?"

32. Weinberg believes that his questions regarding this "cash cow" struck a sensitive nerve with certain individuals in the NFLPA's leadership, and they were desperate to keep Weinberg and his clients from discovering and disclosing the truth about the finances and ownership of these companies (Players, Inc. and two related companies, 2021 L Street Building Corporation and Players Challenge, Inc.). As a result, they plotted to silence Weinberg by getting rid of him, *i.e.*, by taking away his clients, and systematically cutting-off his stream of income. Indeed, when the U.S. Department of Labor recently began requiring unions (including the NFLPA) to publicly report previously confidential financial information, numerous top executives at Players, Inc. either resigned or retired. Indeed, the President of Players, Inc. (who recently announced that he, too, is planning to leave the company) publicly admitted, "it [the new government reporting requirement] is a real problem. . . . We will have to deal with the consequences, and we are not happy about it."

F. Unbeknownst to Weinberg, an Evil Cabal Conspired to Ruin His Life by Taking Away His Clients, His Income, and His Career.

33. Upon information and belief, the NFLPA, Gene Upshaw, Richard Berthelsen, Tom DePaso, and Trace Armstrong were all part of a conspiracy against Weinberg, a resident of Dallas County, Texas. The purpose and goal of this conspiracy was to prevent Weinberg's from negotiating any more NFL player contracts and denying him the right to earn a living as an NFL agent.

34. The conspirators' motives were vindictive and wrongful, and their actions were remarkably unjustified. The conspirators willfully, consciously, and intentionally took numerous improper, unlawful, and deceitful steps in furtherance of their conspiracy against Weinberg, including misuse of their offices and authority to carry out a personal vendetta and "witch hunt" against Weinberg. The conspirators knowingly and intentionally ruined Weinberg's life by maliciously destroying his career and wrongfully depriving him of the right to earn a living at his chosen profession.

G. The Conspirators Set a Trap for Weinberg.

35. Weinberg never imagined that—by being outspoken about the inconsistent enforcement of the Regulations and the disparate treatment of NFL Players and Contract Advisors under the Regulations and asking questions about Players, Inc.—he would become the target of an NFLPA sponsored "witch hunt." Nonetheless, foreshadowing of a plot against Weinberg came in cryptic and ominous warnings from friends with inside information from the top ranks of the NFLPA, who told Weinberg: (i) "Bad things are about to happen to you;" (ii) "Your life is about to be ruined;" (iii) "Good luck. . . . ***They [the NFLPA's leaders] are and have been out to get you***;" and (iv) "Be prepared for nasty consequences." However, Weinberg, never one to live his life in fear, put little stock in these vague threats because he knew that he had done nothing wrong and never hurt any players. Everything that Weinberg did in response to Silber's improper and illegal conduct was intended to ***protect*** his NFL clients.

36. The conspirators had extensive communications with Silber during that time period. In fact, Weinberg now believes that the conspirators purposely ignored his numerous

requests for assistance because they specifically and secretly approved Silber's plan and allowed him to initiate garnishment proceedings against Weinberg's NFL clients

H. The Conspirators Sprung Their Trap, Revoking Weinberg's Certification

37. Although Weinberg succeeded in blocking Silber's improper and illegal actions, the conspirators still proceeded with their planned disciplinary action against him and refused to withdraw their disciplinary complaint. Weinberg now believes that the conspirators purposefully allowed Silber to proceed directly against the players, so they could then use the Texas garnishment proceedings against Weinberg's clients as their basis for disciplinary action against Weinberg.

38. Fifteen (15) NFL players had filed grievances against Silber (not Weinberg) complaining that Silber's conduct violated the Regulations. However, the conspirators did not care about any of this, they only wanted to hurt Weinberg and silence him. Although the conspirators knew or should have known that there was no proper basis for their planned action, they proceeded with their disciplinary complaint against Weinberg.

39. The conspirators knew or should have known that their actions against Weinberg were excessive, unjust, and wrongful. More importantly, the conspirators knew or should have known that their actions would upset Weinberg's NFL clients and likely cause them serious financial harm. However, the conspirators did not care about any of that; their sole focus and goal was to hurt and silence Weinberg by taking away his NFLPA license and all of his NFL clients. The conspirators knew that by timing the revocation as they did and making the revocation effective immediately, their actions would strike a brutal blow to Weinberg financially. Specifically, the conspirators knew that: (i) Weinberg had twenty-five (25) NFL

clients who needed to negotiate new NFL Player Contracts at that time (over the next sixty (60) to ninety (90) day period); and (ii) if Weinberg had been allowed to negotiate those contracts, he would have earned a substantial source of income for many years to come. Incredibly, one of the conspirators even admitted to Weinberg (at a later time) that this was their primary motive in making his revocation effective ***immediately***.

40. The conspirators specifically wanted to hurt Weinberg financially, they revoked his license (rather than suspending it) and made the discipline effective immediately.

I. Disregarding the Best Interests of the NFL Players, the Conspirators Smeared Weinberg's Reputation and Then Tried to Cover Their Tracks.

41. The conspirators had to be aware that the immediate revocation of Weinberg's NFLPA license would have a devastating effect on his NFL clients and hurt them immensely, both emotionally and financially, but the conspirators simply did not care about the players. Instead of ***protecting*** the players, the conspirators proceeded against Weinberg with malice to achieve their primary objective: ridding themselves of Weinberg, and silencing him.

42. The NFLPA then plastered news of Weinberg's immediate revocation in large, bold letters at the very top of the front page of its website and issued a press release to national news outlets stating that Weinberg's NFLPA certification had been revoked, effective immediately, and that he was no longer allowed to represent NFL players as their agent.

43. Indeed, Weinberg and his clients had been planning their strategies for free agent contract negotiations for months (and in some cases years), but Weinberg's immediate decertification left twenty-five (25) of Weinberg's NFL clients in a state of limbo. While a few players scrambled to immediately find new Contract Advisors on the eve of free agency, the overwhelming majority of Weinberg's clients stuck by him. Weinberg's clients were shocked

that the NFLPA would do this to them: leave them stranded without their chosen agent when they needed him the most. This situation was incredibly frustrating for Weinberg because he knew the players would suffer the consequences of the conspirators' actions. In fact, Weinberg now believes that many of these players lost hundreds of thousands of dollars of income because the NFL contracts they ultimately signed without Weinberg's help were worth much less than the contracts he would have negotiated for them if he had been allowed to participate in their contract negotiations. And in a few highly unfortunate cases, some of these displaced players actually failed to obtain NFL contracts for the following season because the conspirators had prohibited Weinberg from helping them.

J. The Conspirators Continued to Threaten Weinberg.

44. While Weinberg's full disciplinary appeal was still pending the conspirators began threatening Weinberg.

45. The new complaint involved one of Weinberg's former clients, Keith Washington, who is a resident of the State of Texas. Washington had been one of the fifteen (15) NFL players who had earlier filed a grievance against Silber. Weinberg now believes that the conspirators deceived and coerced Washington into participating in their conspiracy. The conspirators had Washington submit a letter—which Weinberg now believes the conspirators helped draft—complaining about the Silber-Weinberg dispute, which they then used as their basis for a new Section 6 disciplinary complaint against Weinberg. Although Washington's letter actually requested that the NFLPA take action against ***both*** Silber and Weinberg, the NFLPA once again singled out only Weinberg and once again refused to take any action against Silber.

46. From the limited information disclosed by the conspirators, the new complaint appeared to have been based on a flimsy charge that, among other things, Washington had given Weinberg a check in November 2002 to pay for agent fees on his NFL contract earnings for both November ***and*** December 2002. Since the check included December agent fees, the conspirators alleged that this payment violated the Regulations against the early payment of agent fees.

47. By contrast, earlier in 2002, one of Weinberg's clients had requested that the NFLPA take disciplinary action against Silber for, among other things, demanding and receiving an early payment of agent fees in ***mid-October*** for the entire season. However, the NFLPA refused to take any action against Silber in that case and instead told the player that it was "not unusual for agents to collect their fees early" and that it was "no big deal."

48. On another occasion, when Silber filed his garnishment proceeding in Texas against a number of Weinberg's NFL clients, John Collins, a lawyer in Dallas, Texas, hired by the NFLPA, drafted an escrow agreement. The escrow agreement, which was specifically reviewed and approved by Berthelsen, required NFL players to pre-pay agent fees for December 2002 into a trust account (in Dallas, Texas) during the month of November 2002, over a month ***before*** the agent fees were actually due.

49. However, when it later served the conspirators' purposes, Berthelsen brought a Section 6 disciplinary complaint against Weinberg for the exact same conduct—receiving a portion of his agent fees a month early during the exact same time frame (November - December 2002). In fact, the conspirators alleged that this was an "extraordinary circumstance" and once again immediately revoked Weinberg's certification—but this time for five (5) years (***almost double the earlier sanction***, which was the harshest discipline ever filed in NFLPA history).

K. Weinberg Was Subjected to Disparate Treatment.

50. Kaplan determined during a Section 5 grievance proceeding that Tony Agnone, a Contract Advisor, had violated multiple sections of the Regulations. Despite Kaplan's findings, no disciplinary action was ever taken against Agnone. Weinberg believes that the reason no action was taken was because Agnone and Berthelson have developed a close relationship while serving together on the Board of Directors of the Sports Lawyers Association. Furthermore, Agnone previously represented Tom Condon (a current Contract Advisor, ex-NFL player, and ex-president of the NFLPA), and Condon, in what Weinberg believes is a true "conflict of interest," now represents Upshaw (another ex-player), who is current Executive Director of the NFLPA. These relationships, rather than the Regulations, appear to influence whose actions warrant discipline and whose do not.

L. The Conspirators Dragged Collins Into Their Conspiracy.

51. Weinberg now believes that Collins, the attorney in Dallas, Texas who drafted the escrow agreement in the Texas garnishment action, was part of the conspiracy because he gave false testimony (or testimony with reckless disregard for the truth) against Weinberg in connection with Weinberg's appeal of his three (3) year decertification. Specifically, Collins falsely testified—apparently at the conspirators' urging from a script written by Berthelsen—that Weinberg had violated the Texas Fraudulent Transfer Act by transferring certain assets to avoid paying a lawful judgment, which was untrue because (i) Weinberg received cash at or near fair market value on all asset transfers and (ii) the judgment had been declared "unenforceable" and "void for vagueness."

52. Thus, Collins assisted conspirators to achieve their goal of excluding Weinberg from the NFLPA Contract Advisor marketplace (i) by giving false testimony against Weinberg and (ii) by drafting an escrow agreement that violated the Regulations in an attempt to withhold Weinberg's agent fees.

53. Moreover, after the Silber garnishment proceedings were dismissed Collins improperly withheld and refused to release the money collected under the escrow agreement and held in his firm's trust account. Indeed, despite numerous specific requests from Weinberg, Collins failed and refused—even after learning that the garnishment proceeding in Texas had been dismissed—to return the money to the NFL player who had paid the money into the escrow account or to turn the money over to Weinberg, the Contract Advisor who had earned the money. Instead, Collins opted to improperly pay the money to Silber ***in violation of the escrow agreement***, which is further proof that Collins was acting on behalf of the conspirators. In fact, Weinberg now believes that Collins did this because he was "requested to do so" by the conspirators.

M. To Inflict More Punishment, the Conspirators Intentionally Interfered with Weinberg's Existing Contracts and Prospective Relationships.

54. In addition to the outrageously excessive actions already taken, the conspirators have piled on additional punishment against Weinberg by intentionally interfering with his right to collect past due and future agent fees on previously negotiated NFL contracts.

55. For example, Weinberg believes and was told that the conspirators: (i) first acted by having Upshaw personally instruct certain NFL players represented by Weinberg not to pay him agent fees that were currently due or soon to be due; and (ii) then circulated a memorandum

to certain Contract Advisors instructing them that none of their clients should pay any of their agent fees that were due to Weinberg.

56. As a result, numerous NFL players refused to pay agent fees owed to Weinberg, and at least one NFL player stopped payment on checks written to Weinberg. Furthermore, a number of NFLPA Contract Advisors, including Tony Agnone and Howard Shatsky, tortiously interfered with Weinberg's contracts and participated in the conspiracy to tortiously interfere with Weinberg's contracts by, among other things, specifically and improperly instructing NFL players not to pay Weinberg agent fees properly due and owing under their contracts. This conduct interfered with Weinberg's existing and prospective business relations and took away his ability to earn a living and support his family as a sports agent.

57. Moreover, Weinberg has been unable to collect unpaid agent fees owed by former clients.

N. The Conspirators Filed False and Misleading Affidavits to Further Hurt Weinberg Financially.

58. Finally, as recently as April 2006, the conspirators continued to mete out pain and punishment toward Weinberg by supporting Silber in connection with his ongoing dispute with Weinberg. Specifically, the conspirators dragged Mark Levin—the Salary Cap and Agent Administration Director for the NFLPA—into their conspiracy by getting Levin to submit two (2) separate false and misleading affidavits in connection with two (2) separate legal proceedings that were pending in Dallas, Texas. The purpose of Levin's affidavits was to further damage Weinberg financially by improperly taking sides in the ongoing dispute between Weinberg and Silber.

O. The Damages Caused by the Conspiracy.

59. Weinberg has clearly been damaged—financially, legally, emotionally, physically, and socially—by the conspiracy against him. The conspirators improperly and maliciously directed tortious conduct toward Weinberg, a resident of the State of Texas. Weinberg has been improperly excluded from the marketplace, and he no longer has the right to earn a living at his chosen profession.

60. Until targeted by this malicious and vindictive conspiracy, Weinberg was the sole breadwinner for his family of four, including two college-aged daughters he was still supporting. However, as a result of the arbitrary and capricious actions taken against him by the conspirators, Weinberg can no longer support his family as he did for over twenty (20) years, and his entire family has suffered, both emotionally and physically, to a point requiring substantial medical attention. For example, even with serious health problems, Weinberg's wife must now work full-time to help pay substantial medical bills and help support the family.

61. As a direct and proximate result of the conspirators' acts, Weinberg has suffered significant damages, both economic and non-economic. Plaintiff is seeking a total of thirty-six million seven hundred fifty thousand dollars ($36,750,000.00), including twelve million dollars ($12,000,000.00) in compensatory damages and an additional twenty-four million seven hundred and fifty thousand dollars ($24,750,000.00) in exemplary damages from the conspirators, all of whom should be held jointly and severally liable for their actions.

VI.

CAUSES OF ACTION

Count One: Fraud

62. Plaintiff repeats and realleges all of the foregoing paragraphs.

63. Defendants made certain representations to Plaintiff.

64. Those representations were material and false, and they were known to be false when made or, at a minimum, were made recklessly, as positive assertions, without knowledge of their truth.

65. Those representations were made with the intention that Plaintiff would act in reliance on them and Plaintiff did, in fact, rely on them to his detriment.

66. Those representations proximately caused Plaintiff to suffer actual and consequential damages.

67. Plaintiff is seeking damages for economic injuries, injuries to personal property, and personal injuries as well as consequential and exemplary damages, interest, and court costs.

68. The accrual of Plaintiff's claim was delayed under the discovery rule, the fraudulent concealment doctrine, and the continuing tort doctrine.

Count Two: Conspiracy to Commit Fraud

69. Plaintiff repeats and realleges all of the foregoing paragraphs.

70. Defendants were members of a combination of two or more persons.

71. The objective of the group was to accomplish an unlawful purpose or a lawful purpose by unlawful means, including committing fraud against Plaintiff.

72. The members of the group had a meeting of the minds on the object or course of action.

73. One or more members of the group committed an unlawful, overt act to further the object or course of action.

74. Plaintiff suffered injuries as a proximate result of the wrongful acts of the group.

75. Plaintiff is seeking damages for economic injuries, injuries to personal property, and personal injuries as well as consequential and exemplary damages, interest, and court costs.

76. The accrual of Plaintiff's claim was delayed under the discovery rule, the fraudulent concealment doctrine, and the continuing tort doctrine.

Count Three: Tortious Interference with Existing Contracts

77. Plaintiff repeats and realleges all of the foregoing paragraphs.

78. Plaintiff had valid contracts with third persons, including but not limited to contracts with the forty-two (42) football players listed in Exhibit "A" attached hereto and incorporated herein by reference, and Defendants willfully and intentionally interfered with those contracts.

79. The interference was a proximate cause of actual damages and losses to Plaintiff.

80. Plaintiff is seeking damages for lost benefits of contract, personal injuries, and economic injuries as well as consequential and exemplary damages, interest, and court costs.

81. The accrual of Plaintiff's claim was delayed under the discovery rule, the fraudulent concealment doctrine, and the continuing tort doctrine.

Count Four: Conspiracy to Tortiously Interfere with Existing Contracts

82. Plaintiff repeats and realleges all of the foregoing paragraphs.

83. Defendants were members of a combination of two or more persons.

84. The objective of the group was to accomplish an unlawful purpose or a lawful purpose by unlawful means, including tortious interference with existing contracts of Plaintiff.

85. The members of the group had a meeting of the minds on the object or course of action.

86. One or more members of the group committed an unlawful, overt act to further the object or course of action.

87. Plaintiff suffered injuries as a proximate result of the wrongful acts of the group.

88. Plaintiff is seeking damages for lost benefits of contract, personal injuries, and economic injuries as well as consequential and exemplary damages, interest, and court costs.

89. The accrual of Plaintiff's claim was delayed under the discovery rule, the fraudulent concealment doctrine, and the continuing tort doctrine.

Count Five: Tortious Interference with Prospective Business Relations

90. Plaintiff repeats and realleges all of the foregoing paragraphs.

91. There was a reasonable probability that Plaintiff would have entered into business relationships with third persons and Defendants intentionally interfered with those relationships in a way that was independently tortious or unlawful.

92. The interference was a proximate cause of actual damages and losses to Plaintiff.

93. Plaintiff is seeking damages for lost benefits of contract, personal injuries, and economic injuries as well as consequential and exemplary damages, interest, and court costs.

94. The accrual of Plaintiff's claim was delayed under the discovery rule, the fraudulent concealment doctrine, and the continuing tort doctrine.

Count Six: Conspiracy to Tortiously Interfere with Prospective Business Relations

95. Plaintiff repeats and realleges all of the foregoing paragraphs.

96. Defendants were members of a combination of two or more persons.

97. The objective of the group was to accomplish an unlawful purpose or a lawful purpose by unlawful means, including tortious interference with prospective relations of Plaintiff.

98. The members of the group had a meeting of the minds on the object or course of action.

99. One or more members of the group committed an unlawful, overt act to further the object or course of action.

100. Plaintiff suffered injuries as a proximate result of the wrongful acts of the group.

101. Plaintiff is seeking damages for lost benefits of contract, personal injuries, and economic injuries as well as consequential and exemplary damages, interest, and court costs.

102. The accrual of Plaintiff's claim was delayed under the discovery rule, the fraudulent concealment doctrine, and the continuing tort doctrine.

Count Seven: Illegal Restraint of Trade

103. Plaintiff repeats and realleges all of the foregoing paragraphs.

104. Defendants engaged in an unlawful conspiracy in restraint of trade in violation of the Texas Business and Commerce Code Section 15.01, *et seq*.

105. Defendants unlawfully monopolize, attempt to monopolize, and/or conspire to monopolize a part of trade or commerce.

106. Defendants intentionally, illegally, unfairly and unreasonably acted in concert with one another and others in restraint of trade by exceeding their authority to act and by preventing Plaintiff from working in his chosen field.

107. Plaintiff has been denied the right to work because of his decertification by the NFLPA as a Certified Contract Advisor, which was a condition of keeping his job.

108. Defendants worked to "boycott" Plaintiff from their industry and the result is that NFL players were and are now deprived of the opportunity to choose Plaintiff as their NFLPA Contract Advisor.

109. Defendants' actions are in violation of the Texas Free Enterprise and Anti-Trust Act.

110. Defendants' wrongful conduct was a proximate cause of actual damages and losses to Plaintiff.

111. Plaintiff is seeking damages for lost benefits of contract, personal injuries, and economic injuries as well as consequential and exemplary damages, attorneys' fees, interest, and court costs.

112. The accrual of Plaintiff's claim was delayed under the discovery rule, the fraudulent concealment doctrine, and the continuing tort doctrine.

VII.

JURY DEMAND

113. The Plaintiff demands a trial by jury on issues that may be so tried.

VIII.

CONCLUSION

WHEREFORE, premises considered, the Plaintiff, Steve Weinberg, respectfully requests that the Defendants be cited to appear herein and that this Court enter judgment against them, jointly and severally, awarding the Plaintiff twelve million dollars ($12,000,000.00) in compensatory damages, twenty-four million seven hundred fifty thousand dollars ($24,750,000.00) in punitive damages, reasonable attorneys' fees, pre- and post-judgment interest at the highest rates allowed by law, costs of court, and all other appropriate relief at law or in equity.

Respectfully submitted,

FRIEDMAN & FEIGER, LLP

By: /s/ Eugene Y. Barash
Lawrence J. Friedman
State Bar No. 07469300
Bart F. Higgins
Illinois Bar No. 06238577
Eugene Y. Barash
Illinois Bar No. 6280933

5301 Spring Valley Road, Suite 200
Dallas, Texas 75254
Telephone: (972) 788-1400
Telecopy: (972) 788-2667
ATTORNEYS FOR THE PLAINTIFF
STEVE WEINBERG

CERTIFICATE OF SERVICE

On June 13, 2007, I electronically transmitted the foregoing Motion for Substituted Service using the ECF System for filing a Notice of Electronic Filing to those parties registered for ECF in this case. I further certify that the foregoing document was served on Howard Shatsky by mailing a copy of said motion by first-class mail at his last known address:

Howard Shatsky
10707 Mist Haven Terrace
Rockville, MD 20852

/s/ Eugene Y. Barash